IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

NELLY I. TORRENS-CIRINO,

Plaintiff

v.

SPECIAL CARE PHARMACY SERVICES, INC. a/k/a Special Care Services, et al.,

Defendants

CIVIL NO. 08-1089 (JP)

## FINAL JUDGMENT

The parties hereto have advised the Court that they have settled this case and the terms thereof. Pursuant thereto, the Court hereby ENTERS JUDGMENT for the Plaintiff to have and recover from the Defendants the amount of SIX THOUSAND DOLLARS (\$6,000.00) in compensatory damages, without interest, costs and attorney's fees, provided as follows:

- 1. That this settlement and payment is in full payment of all claims contained in the complaint and all causes of action therein exercised and all causes of action that could be interpreted from said claim.
- 2. That the Defendants, in entering into this agreement, do not admit any liability to the Plaintiff.
- 3. In exchange of the amount of \$6,000.00, Plaintiff has represented to the Court that she expressly settles all claims she may have under the Constitution of the United States of America and

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the Constitution of the Commonwealth of Puerto Rico, or under the Jury System Improvement Act and its Puerto Rico counterpart, 22 LPRA 152; under Act No. 80 of May 30, 1976, as amended (Unjust 30, 1959, 100 of June Dismissal Act); Act No. (discrimination on account of age, race, sex, color, religion, matrimony, political ideas, natural origin, social origin or condition); Act No. 44 of June 2, 1985, as amended (disability); Act No. 69 of July 6, 1985 (discrimination on account of sex); Act No. 17 of April 22, 1988 (sexual harassment); Act No. 115 of December 20, 1991 (retaliation); Title VII of the Civil Rights Act of 1964 (discrimination on account of sex, color, religion, national origin or race); the Age Discrimination in Employment Act of 1967 (known by its English acronym "ADEA"); the Americans with Disabilities Act (known by its English acronym "ADA"); and Article 1802 of the Puerto Rico Civil Code (tort) with Defendants, as of the date of this Judgment.

4. In consideration of the settlement agreement, the Defendants shall withdraw their objections to Plaintiff's claim for unemployment benefits under the Bureau for Employment. Defendants shall notify the Bureau that the employment contract of the Plaintiff expired and was not renewed. The non-renewal of the contract was not due to any underperforming reasons. Plaintiff represents that she is in agreement with this settlement and shall not seek further employment with Defendants.

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- If any prospective employer calls Defendants requesting information about the Plaintiff's employment, Defendants will only provide the following information about Plaintiff: (a) position, (b) date of hire and last day of work, and (c) salary. Defendants will not divulge information about any claims made by Plaintiff against Defendants. Likewise, Plaintiff shall keep this settlement agreement confidential.
- The settlement payment shall be in consideration of all monetary amounts which could be owed to Plaintiff under the claims made in the Complaint.

IT IS SO ORDERED AND ADJUDGED.

In San Juan, Puerto Rico, this 26 hay of July, 2008.

JAIME PIERAS, JR. U.S. SENIOR DISTRICT JUDGE

AGREED TO BY:

NELLY I. TORRENS-CIRINO

Plaintiff

HECTOR M. LAFFITTE, ESQ.

Attorney for Defendants

VICTORIA A. FERRER-KERBER, ESQ. Attorney for Plaintiff

RICA LOPEZ-DE ALOS, ESQ.

Attorney for Defendants